Thomas V. Marino, Esq. (TM 7397) Dunnington Bartholow & Miller LLP Attorneys for Plaintiffs 477 Madison Avenue – 12th Floor New York, New York 10022 (212) 682-8811

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK SHEA DEVELOPMENT CORP., BRAVERA, INC., and IP HOLDING OF NEVADA CORP.,

Plaintiffs,

07 Civ. 11201(DLC) (GWG)

against -CHRISTOPHER WATSON, and ELIZABETH ANNE CONLEY,

> Defendants. -----X

DECLARATION OF FRANCIS E. WILDE IN OPPOSITION TO DEFENDANT CHRISTOPHER WATSON'S MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION

FRANCIS E. WILDE, hereby declares and says:

- I am Chairman and Chief Executive Officer of Riptide Worldwide, Inc. ("Riptide") f/k/a Shea Development Corp. ("Shea"), one of the plaintiffs in the above captioned action.¹ I submit this affidavit in opposition to defendant Christopher Watson's motion to dismiss this action for lack of subject matter jurisdiction. I am personally familiar with the facts set forth herein.
- 2. This action arises out of a merger acquisition which took place on or about July 16, 2007 by and among Shea, now Riptide, on the one side and Bravera, Inc. ("Bravera") and defendant Christopher Watson ("Watson") on the other, by which Shea acquired Bravera through a wholly owned subsidiary.

¹ After the commencement of this action, Shea changed its name to Riptide Worldwide, Inc. ("Riptide"). The change became effective as of January 2, 2008.

- 3. During the acquisition negotiations, Shea's operations were located in Florida, Georgia, and Texas. Bravera was based on Daniel Island, Charleston, South Carolina with operations located on Daniel Island and in Reston, Virginia.
- 4. I personally negotiated the purchase of Bravera on behalf of Shea. At the time Bravera was wholly owned by defendant Christopher Watson. The negotiations took place in various locations including North Carolina, South Carolina, New York, Florida, and Virginia.
- 5. During the period from April 2007 through the closing of the merger in mid-July 2007, I had the opportunity to have a number of personal discussions with Watson. Watson told me that when he decided to move to Charleston in 2003, he purchased a home for two million dollars for himself, his wife, and their two children on Daniel Island in the Charleston, South Carolina, metropolitan area.
- 6. Watson also told me that he owned and personally operated a Columbia 400 airplane. During our negotiations over his post-merger employment agreement, Watson negotiated the right to seek reimbursement from Bravera when he used his personal aircraft in connection with his employment.² (*See* Exhibit A, hereto.)
- 7. Following the acquisition, Watson was employed by Bravera through at least September 29, 2007, which is the date he submitted his resignation. During that period and in the months preceding the acquisition, Watson made several trips using his personal airplane to Orlando, Florida which is the headquarters of Shea.
- 8. The flight plan report for Watson's airplane shows that during the 11 month period between January 24, 2007 and December 21, 2007, 38 flights originated in

-

² The aircraft was owned by Niner TJ LLC, which is wholly owned by Watson. In the calendar/fiscal year 2006, the last full year that Watson owned Bravera, Bravera paid Niner TJ LLC \$33,000 for the lease of transportation equipment including this aircraft.

Charleston, South Carolina and only 5 flights originated in Key West, Florida. Also during that period, 37 flights had Charleston, South Carolina as a destination and only 5 had Key West, Florida as a destination. (*See* Exhibit B, hereto.)

- 9. According to this flight plan report, Watson has traveled to Key West, Florida only three times in 2007 using his private plane. The first time he flew to Key West in 2007 was on May 1, 2007, when he obtained a Florida driver's license (the date on the license annexed to Watson Declaration is May 2, 2007) and possibly the lease for his apartment. He again flew to Key West on Sunday, May 6, 2007. He spent 3 days in Florida, stopping over at Riptide's headquarters in Orlando, Florida. According to this flight plan report, Watson did not fly to Key West, Florida again until Friday, October 19, 2007. The flight plan shows that the flight originated in Charleston, South Carolina with Miami as the same day destination, and then onto Key West. Watson stayed in Key West for only two days and then flew onto Miami and then back to Key West. He retuned to Charleston, South Carolina on October 22, 2007. The other few times that Watson flew to Florida were primarily to Orlando, where Riptide has its headquarters with a week long stop-over in the Bahamas. (*See* Exhibit B, hereto).
- 10. I understand that Watson recently told one of my associates that he had to stop using his airplane in late December 2007 because he could not afford to maintain it anymore. This likely explains why the plane has been grounded since December 21, 2007. Watson is now trying to sell his airplane as evidenced by a Sunday, January 20, 2008 listing in controller.com. The website states that the aircraft is located at an airport in Charleston, South Carolina and that the contact for the sale is Christopher Watson. (*See* Exhibit C, hereto, at pages 1-3 and 5.)

- 11. After the acquisition, Watson agreed to assume responsibility for the model 530 BMW car purchased on an installment loan by Bravera for Watson's use. Watson kept the vehicle in Virginia where another company he owned, Intellectus, LLC, was based. The BMW carried Maryland license plate 8AFB07. The car is registered in the name of Workflow Systems, LLC which I believe is an illegal and misleading d/b/a name used by Work Flow Systems North America, LLC, a predecessor of Bravera that was then wholly owned by Watson.
- 12. As part of the merger negotiations, Watson agreed to assume liability for the installment loan and transfer title to the vehicle to himself, which he could have easily done as the sole owner of Bravera. Although Bravera ceased to pay the installment loan after the merger, title remains in the name of Workflow Systems, LLC. When Watson resigned his employment with Bravera, he was obligated to return the car to the company since the car was still in the company's name, but he failed to do that. Watson is not authorized to operate that vehicle, yet our investigator reported that he observed that car on Daniel Island, South Carolina only last week, still carrying the same Maryland license plate. (See the accompanying affidavit of R. Dodge Frederick at ¶ 23.)
- 13. In addition to the family home on Daniel Island, South Carolina which Watson owned jointly with his wife, Watson also owns either directly or indirectly through Daniel Island Partners, LLC, two condominiums located at 300 Bucksley Lane, Daniel Island, South Carolina which I had an occasion to view after meeting with Watson in early September 2007.
- 14. Watson used one of the condominiums as a sales office for Bravera on Daniel Island, South Carolina which housed defendant Elizabeth Anne Conley and her

staff. After the acquisition, Bravera continued to lease that office for a brief period. Watson sued Bravera in a South Carolina Court for back rent allegedly due under this arrangement. (*See* Exhibit D, hereto.)

- 15. Watson used the other condominium on Daniel Island, South Carolina as an office for his own headquarters staff. I specifically remember being told by him that his accounting staff operated out of that office.
- 16. Watson also told me that he had a condominium in Key West, Florida, that I now understand is a rental unit. He told me that he used his "condo" for occasional weekend getaways and as a tax dodge, since Florida does not have an income tax.
- 17. In his Declaration in Support of this Motion (at ¶ 5), Watson states: "I file tax returns with the State of Florida." Since Florida does not have a State income tax and since he does not own real property there, and has not registered a car in Florida, I can't imagine what tax returns he has filed there. His declaration, not surprisingly, is not particularly illuminating in that regard.
- 18. After reviewing his file in connection with this action, it appears that Watson listed 4446-1A Hendricks Avenue, Suite 238, Jacksonville, Florida as his address for purposes of his Employment Agreement with Bravera. After Watson filed his motion to dismiss, I sent one of our staff to photograph that location. It appears that 4446-1A Hendricks Avenue is a UPS Store location and that Suite 238 is a mail box at that UPS Store. (*See* Exhibit E, hereto.) Bravera has never had an occasion to use the Jacksonville, Florida address for any business purposes or to send any materials to Watson there.

- 19. After the acquisition was consummated, Bravera continued to direct deposit payroll checks for Watson at a Wachovia Bank branch on Daniel Island, South Carolina. He continued to have his American Express card account statements sent to his accounting department at 300 Bucksley Lane, Suite 305, Daniel Island, SC through at least October 26, 2007 which is the most current complete statement in our files. (A copy of this statement and the September 27, 2007 statement are annexed as Exhibit F, hereto.) Neither statement records any charges in Florida during that two month period.
- 20. Based on these facts and the facts set forth in the affidavit of R. Dodge Frederick, the Court should not have any reservations in finding that at the time this action was commenced, Watson's domicile was and remains in South Carolina.

 Nevertheless, if this Court orders an evidentiary hearing on the issue, plaintiffs request an opportunity to engage in expedited deposition and document discovery.
- 21. WHEREFORE, plaintiffs respectfully request that the Court deny defendant Christopher Watson's motion in its entirety together with such other and further relief as the Court deems just and proper.

I, Francis E. Wilde, declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct. Executed this 30th day of January 2008 in Dallas, Texas.

Francis E. Wilde

Frai Shelle

EXHIBIT A

Name Chris Watson

Date 10/10/2007

Manager Chris Watson

Expense Report

BRANKERA

				Auto	-		Made	778	Totale
ClientiProject		Billable to Client?	Pre-paid by company?	Miles Amount	int	Loughing	Media		
Bravera: Admin	Bravera: Admin Corporate Apartment Rent - Hemdon, VA			Ø O	00.0			\$1,982.00	\$1,982.00
Bravera: Admin	Bravera: Admin Niner TJ Flight Hours for Sept. (17 hrs)			О	\$0.00			\$5,100.00	\$5,100.00
Bravera: Admin	Bravera: Admin Cell Phone Reimbursement - 202 255.8092			ØO	0.00			\$193.02	\$193.02
Bravera: Admin	Cell Phone Reimbursement + 843,743,1902			C	\$0.00			\$235.79	\$235.79
Bravera; Admin BMW-payment	BMW payment		And the contract of the contra	a	96'6			\$180.73	\$180.79
	Outstanding balance & termination fees for Cell phone #s 843-586-4925, 276-814-8205, 843-				\$0.00			\$786.77	\$786.77
Bravera: Admin	743-1902			-					
				ъ О	\$0.00				\$0.00
				0	\$0.00				\$0.00
				0	\$0.00				\$0.00
	A STATE OF THE STA			0	\$0.00				\$0.00
				0	\$0.00				\$0.00
	Manufacture and a second control of the control of			c c	\$0.00				\$0.00
				\$ 0	\$0.00				\$0.00
				\$ 0	\$0.00				\$0.00
				0	\$0.00				\$0.00
				9 0	\$0.00				\$0.00
	Total billable to client					i	.,	رد/	
	Total not billable to client					3	0	35(2.	
	Total paid by advance or corporate card					S.	7	10 M	
prof the	Total due to employee	\$8,478.31				7	U		
	Tetal Expense Report \$8,478,3	\$8,478,31							
A									

9TJ COL4 KCHS C	rigin Name harleston Afb/Intl	Origin Citase 1:07-cv-1	KJYO	Destination Name ent 2	Destination City		Arrival Time	Enroute
9TJ COL4 KJYO Le		Leesburg, VA	KCHS	Leesburg Executive	Leesburg, VA	2007-01-24 01:22PM EST	2007-01-24 03:29PM EST	2:07
T) COL4 KCHS C	narleston Afb/Inti	Charleston, SC		Charleston Afb/Intl	Charleston, SC	2007-01-26 02:39PM EST	2007-01-26 04:48 PM EST	2:09
TJ COL4 KCHS CH		Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-01-31 09:32AM EST	2007-01-31 09:32AM EST	n/a
TJ COL4 KJYO Le		Leesburg, VA	KJYO .	Leesburg Executive	Leesburg, VA	2007-02-20 02:49PM EST	2007-02-20 04:50PM EST	2:01
TJ COL4 KCHS CH		Charleston, SC	KCHS	Charleston Afb/Intl	Charleston, SC	2007-02-23 05:45PM EST	2007-02-23 07:50PM EST	2:05
TJ COL4 KJYO Le		Leesburg, VA	KJY0	Leesburg Executive	Leesburg, VA	2007-02-28 12:07PM EST	2007-02-28 02:16PM EST	2:09
	esburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-03-02 02:15PM EST	2007-03-02 03:19PM EST	1:04
TJ COL4 KFAY Fa		Fayetteville, NC	KFAY	Fayetteville Rgnl	Fayetteville, NC	2007-03-02 02:15PM EST	2007-03-02 04:12PM EST	1:57
TJ COL4 KCHS CH		Charleston, SC	KCHS	Charleston Afb/Intl	Charleston, SC	2007-03-02 04:51PM EST	2007-03-02 05:34PM EST	0:43
TJ COL4 KJYO Le		Leesburg, VA	KJY0	Leesburg Executive	Leesburg, VA	2007-03-06 03:25PM EST	2007-03-06 05:41 PM EST	2:16
TJ COL4 KCHS CH	narleston Afh/Intl		KCHS	Charleston Afb/Intl	Charleston, SC	2007-03-10 10:30AM EST	2007-03-10 12:46PM EST	2:16
TJ COL4 KJYO Le		Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-03-18 02:38PM EDT	2007-03-18 04:55PM EDT	· · · · · · · · · · · · · · · · · · ·
T) COL4 KCHS CH		Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-03-24 11:42AM FDT	2007-03-24 02:00PM EDT	2:17
TJ COL4 KJYO Le		Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-03-26 02:58PM FDT	2007-03-26 05:04 PM EDT	2:06
TJ COL4 KCHS Ch		Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-03-27 06:44PM EDT	2007-03-27 09:00PM EDT	
TJ COL4 KCHS CH		Charleston, SC	KTUL	Tulsa Inti	Tulsa, OK	2007-03-31 03:02PM FDT	2007-03-31 05:48PM CDT	2:16
T) COL4 KCHS Ch		Charleston, SC	KFYV	Drake Field	Fayetteville, AR	2007-03-31 03:02PM FDT	2007-03-31 05:48PM CDT	3:46 4:28
T) COL4 KFYV Dr		Charleston, SC	4M2	Booneville Muni .	Booneville, AR	2007-03-31 03:02PM EDT	2007-03-31 04:23PM CDT	
T) CL4 KFMN Fo		Fayetteville, AR	KFMN	Four Corners Rgnl	Farmington, NM	2007-03-31 08:01PM CDT	2007-03-31 11:10PM MDT	2:21
TI COLA KOAK Me	etropolitan Oakland Intl	Farmington, NM	KOAK	Metropolitan Oakland Intl	Oakland, CA	2007-04-01 01:03PM MDT	2007-04-01 04:16PM PDT	4:09
TJ COL4 KBFI Bo			KBFI	Boeing Field Intl	Seattle, WA	2007-04-03 03:19PM PDT	2007-04-03 06:27PM PDT	4:13 3:08
TI COL4 KOAK Me	etropolitan Oakland Inti	Seattle, WA	KOAK	Metropolitan Oakland Inti	Oakland, CA	2007-04-07 03:05PM PDT	2007-04-07 06:22 PM PDT	3:17
TJ COL4 KLGB Da			KLGB	Daugherty Field	Long Beach, CA	2007-04-08 11:50AM PDT	2007-04-08 01:32PM PDT	1:42
TJ COL4 KSAN Sa		Long Beach, CA	KSAN	San Diego Intl	San Diego, CA	2007-04-10 02:07PM PDT	2007-04-10 02:31 PM PDT	0:24
TJ COL4 KDTO De		San Diego, CA	KDTO	Denton Muni	Denton, TX	2007-04-11 02:40PM PDT	2007-04-11 08:46PM CDT	4:06
TJ COL4 KCHS Ch	1	Denton, TX		Charleston Afb/Intl	Charleston, SC	2007-04-12 07:38AM CDT	2007-04-12 12:16 PM EDT	3:38
TJ COL4 KCHS Ch		Charleston, SC	KRDU	Raleigh-Durham Intl	Raleigh/Durham, NC	2007-04-17 02:20PM EDT	2007-04-17 03:29PM EDT	1:09
TJ COL4 KJYO Lee		Charleston, SC Leesburg, VA	KJYO	Leesburg Executive	Leesburg, VA	2007-04-18 10:43AM EDT	2007-04-18 12:54 PM EDT	2:11
TJ COL4 KCHS Ch			KCHS .	Charleston Afb/Intl	Charleston, SC	2007-04-21 01:55PM EDT	2007-04-21 04:04PM EDT	2:09
TJ COL4 KJYO Lee		Charleston, SC Leesburg, VA	KJYO	Leesburg Executive	Leesburg, VA	2007-04-22 05:26PM EDT	2007-04-22 07:37PM EDT	2:11
T) COL4 KCHS Ch			KCHS	Charleston Afb/Intl	Charleston, SC	2007-04-24 03:21PM EDT	2007-04-24 05:37PM EDT	2:16
T) COL4 KRDU Ra		Charleston, SC	KRDU	Raleigh-Durham Intl	Raleigh/Durham, NC	2007-04-26 07:21AM EDT	2007-04-26 08:15AM EDT	0:54
TJ COL4 KRDU Ra		Raleigh/Durham, NC		Charleston Afb/Intl	Charleston, SC	2007-04-26 07:03PM EDT	2007-04-26 07:17PM EDT	0:14
TJ COL4 KISM Kis		Raleigh/Durham, NC		Kissimmee Gateway	Orlando, FL	2007-04-26 07:03PM EDT	2007-04-26 09:42PM EDT	2:39
TJ COL4 KEYW Key	144 * +1	Orlando, FL		Key West Intl	Key West, FL	2007-05-01 01:57PM EDT	2007-05-01 03:12PM EDT	1:15
TJ COL4 KCHS Ch		Key West, FL		Charleston Afb/Intl	Charleston, SC	2007-05-02 12:41PM EDT	2007-05-02 03:35PM EDT	2:54
TJ COL4 KEYW Key		Charleston, SC Key West, FL			Key West, FL	2007-05-06 03:05PM EDT	2007-05-06 06:31 PM EDT	3:26
TJ COL4 KOPF Op		Miami, FL			Miami, FL	2007-05-07 08:19AM EDT	2007-05-07 09:05AM EDT	0:46
TJ COL4 KEYW Key	104 - 1 7 - 1			Key West Intl	Key West, FL	2007-05-08 07:01PM EDT	2007-05-08 07:47PM EDT	0:46
COL4 KCHS Cha		Key West, FL			Charleston, SC	2007-05-09 01:50PM EDT	2007-05-09 05:12PM EDT	3:22
I COL4 KJYO Lee		Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-05-10 01:38PM EDT	2007-05-10 03:41 PM EDT	2:03
TJ COL4 KRIC Ric				Richmond Intl	Richmond, VA	2007-05-11 05:49PM EDT	2007-05-11 06:20 PM EDT	0:31
COL4 KCHS Cha			KCHS		Charleston, SC	2007-05-11 06:49PM EDT	2007-05-11 08:30PM FOT	1:41
COL4 KCHS Cha					Richmond, VA	2007-05-13 05:37PM EDT	2007-05-13 07:29PM FDT	1:52
COL4 KRIC Rick			KJYO		Leesburg, VA	2007-05-13 05:37PM EDT	2007-05-13 07:05PM FDT	1:28
COL4 KIYO Lee		Richmond, VA		Leesburg Executive	Leesburg, VA	2007-05-13 07:48PM EDT	2007-05-13 08-22 PM EDT	0:34
COL4 KCHS Cha					Charleston, SC	2007-05-15 06:14PM EDT	2007-05-15 08-32 PM EDT	2:18
J COL4 KCHS Cha		harleston, SC		Dallas Love Field	Dallas, TX	2007-05-18 07:36AM EDT	2007-05-18 07:03 AM COT	0:27
				Griffin-Spalding County		2007-05-18 07:36AM EDT	2007-05-18 08:42 AM EST	
				Dallas Love Field		2007-05-18 09:25AM FDT	2007-05-18 11:52AM CDT	1:06
TJ COL4 KDAL Dell			KCHS	Charleston Afb/Intl		2007-05-19 12:03PM CDT	2007-05-18 11:32AM CDT 2007-05-19 05:11 PM EDT	3:27
TJ COL4 KCHS Cha			KJYO	Leesburg Executive		2007-05-21 09:46AM FDT	2007-05-19 05:11 PM EDT	4:08
TJ COL4 KJYO Lee	sourg executive	eesburg, VA	KCHS			ביייי עם ביייייים און	2007-05-21 11:54 AM EDT	2:08

N999T3 COL4 KCHS Charleston Afb/Intl	Charleston, SC	VODE	A		
N999T) COL4 KOPF Opa Locka		KOPF	Opa Locka	Miami, FL	2007-05-29 09:13AM EDT 2007-05-29 11:48 AM EDT 2:35
N999TJ COL4 KPBI Palm Beach Inti	Miami, FL	KCHS	Charleston Afb/Intl	Charleston, SC	2007-05-29 04:54PM EDT 2007-05-29 04:54PM EDT n/a
N999TJ COL4 KCHS Charleston Afb/Intl	West Palm Beach, FL	KCHS	Charleston Afb/Intl	Charleston, SC	2007-05-29 04:54PM EDT 2007-05-29 08:04 PM EDT 3:10
	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-05-31 07:02AM EDT 2007-05-31 09:14 AM EDT 2:12
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-06-02 11:20AM EDT 2007-06-02 01:44 PM EDT 2:24
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KRDU	Raleigh-Durham Intl	Raleigh/Durham, NC	2007-06-08 07:48AM EDT 2007-06-08 08:43 AM EDT 0:55
N999TJ COL4 KRDU Raleigh-Durham Inti	Raleigh/Durham, NC	KCHS	Charleston Afb/Intl	Charleston, SC	
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KISM	Kissimmee Gateway	Orlando, FL	3000 00 00 00 00 00 00 00 00 00 00 00 00
N999TJ C210 KISM Kissimmee Gateway	Orlando, FL	MYAM	Marsh Harbour		500- 55 44 55
N999TJ COL4 MYAM Marsh Harbour		KFPR	St Lucie County Intl	Fort Pierce, FL	
N999TJ COL4 KFPR St Lucie County Intl	Fort Pierce, FL	KCHS	Charleston Afb/Intl	Charleston, SC	2007-07-15 03:20PM GMT 2007-07-15 12:22 PM EDT 1:02
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-07-16 01:31PM EDT 2007-07-16 03:30 PM EDT 1:59
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KROC	Greater Rochester Inti		2007-07-25 10:44AM EDT 2007-07-25 12:51 PM EDT 2:07
N999TJ COL4 KROC Greater Rochester Intl	Rochester, NY	KJYO	Leesburg Executive	Rochester, NY	2007-07-26 11:24AM EDT 2007-07-26 12:44 PM EDT 1:20
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KORL	Executive	Leesburg, VA	2007-07-26 06:29PM EDT 2007-07-26 08:05 PM EDT 1:36
N999TJ COL4 KORL Executive	Orlando, FL	KSUA		Orlando, FL	2007-07-27 07:55AM EDT 2007-07-27 11:25 AM EDT 3:30
N999TJ COL4 KSUA Witham Field	Stuart, FL	KCHS	Witham Field	Stuart, FL	2007-07-28 11:47AM EDT 2007-07-28 12:31 PM EDT 0:44
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Charleston Afb/Intl	Charleston, SC	2007-07-28 03:03PM EDT 2007-07-28 06:17 PM EDT 3:14
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA		Leesburg Executive	Leesburg, VA	2007-08-06 06:56PM EDT 2007-08-06 09:17 PM EDT 2:21
N999TJ COL4 KJYO Leesburg Executive		KMQJ	Mount Comfort	Indianapolis, IN	2007-08-09 03:15PM EDT 2007-08-09 05:45 PM EDT 2:30
N999TJ CLO4 KMQJ Mount Comfort	Leesburg, VA	KOKK	Kokomo Muni	Kokomo, IN	2007-08-09 03:15PM EDT 2007-08-09 05:25 PM EDT 2:10
N999TJ COL4 0K7 Humboldt Muni	Indianapolis, IN	0K7	Humboldt Muni	Humboldt, IA	2007-08-09 06:37PM EDT 2007-08-09 08:06 PM CDT 2:29
N999TJ COL4 KJYO Leesburg Executive	Humboldt, IA	KJYO	Leesburg Executive	Leesburg, VA	2007-08-12 12:11PM CDT 2007-08-12 04:49 PM EDT 3:38
N999TJ COL4 KCHS Charleston Afb/Intl	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-08-14 02:23PM EDT 2007-08-14 04:33 PM EDT 2:10
	Charleston, SC	KMQB	Macomb Muni	Macomb, IL	2007-08-26 12:20PM EDT 2007-08-26 03:02 PM CDT 3:42
N999TJ COL4 KMQB Macomb Muni	Macomb, IL	KRRQ	Rock Rapids Muni	Rock Rapids, IA	2007-08-26 03:59PM CDT 2007-08-26 05:43 PM CDT 1:44
N999TJ COL4 KRRQ Rock Rapids Muni	Rock Rapids, IA	KDTO	Denton Muni	Denton, TX	2007-08-26 06:23PM CDT 2007-08-26 09:56 PM CDT 3:33
N999TJ COL4 KDTO Denton Muni	Denton, TX	KCHA	Lovell Field	Chattanooga, TN	2007-08-27 04:27PM CDT 2007-08-27 09:14 PM EDT 3:47
N999TJ COL4 KDTO Denton Muni	Denton, TX	KMEM	Memphis Intl	Memphis, TN	2007-08-27 04:27PM CDT 2007-08-27 06:29 PM CDT 2:02
N999TJ COL4 KCHA Lovell Field	Chattanooga, TN	KCHS	Charleston Afb/Intl	Charleston, SC	2007-08-27 10:12PM EDT 2007-08-27 11:55 PM EDT 1:43
N999TJ COL4 KCHS Charleston Afb/Inti	Charleston, SC	KMCO	Orlando Inti	Orlando, FL	2007-08-28 06:04PM EDT 2007-08-28 07:40 PM EDT 1:36
N999TJ COL4 KMCO Orlando Inti	Orlando, FL	KCHS	Charleston Afb/Intl	Charleston, SC	2007-08-30 05:56PM EDT 2007-08-30 07:41 PM EDT 1:45
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-09-03 05:32PM EDT 2007-09-03 07:41 PM EDT 2:09
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-09-06 06:58PM EDT 2007-09-06 09:11 PM EDT 2:13
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-09-12 07:28AM EDT 2007-09-12 09:31 AM EDT 2:03
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KLYH	Lynchburg Rgnl	Lynchburg, VA	2007-09-14 05:52PM EDT 2007-09-14 06:37 PM EDT 0:45
N999TJ COL4 KROA Roanoke Rgnl	Roanoke, VA	KCHS	Charleston Afb/Intl	Charleston, SC	
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007 00 20 00 00 000
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-09-28 04:35PM EDT 2007-09-28 06:43PM EDT 2:08
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-10-16 02:45PM EDT 2007-10-16 04:56PM EDT 2:11
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KOPF	Opa Locka		2007-10-18 05:05PM EDT 2007-10-18 07:24PM EDT 2:19
N999TJ COL4 KOPF Opa Locka	Miami, FL	KEYW	Key West Intl	Miami, FL	2007-10-19 10:25AM EDT 2007-10-19 01:13 PM EDT 2:48
N999TJ COL4 KEYW Key West Inti	Key West, FL	KOPF	Opa Locka	Key West, FL	2007-10-19 02:05PM EDT 2007-10-19 02:51 PM EDT 0:46
N999TJ COL4 KOPF Opa Locka	Miami, FL	KEYW	Key West Inti	Miami, FL	2007-10-21 09:48AM EDT 2007-10-21 10:36 AM EDT 0:48
N999TJ COL4 KEYW Key West Intl	Key West, FL			Key West, FL	2007-10-21 11:55AM EDT 2007-10-21 12:42PM EDT 0:47
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KCHS KRDU	Charleston Afb/Intl	Charleston, SC	2007-10-22 04:26PM EDT 2007-10-22 07:21PM EDT 2:55
N999TJ COL4 KRDU Raleigh-Durham Intl	Raleigh/Durham, NC		Raleigh-Durham Inti	Raleigh/Durham, NC	2007-10-27 09:06AM EDT 2007-10-27 10:01AM EDT 0:55
N999TJ COL4 KCHS Charleston Afb/Intl	······································	KCHS	Charleston Afb/Intl	Charleston, SC	2007-10-27 10:48AM EDT 2007-10-27 12:05PM EDT 1:17
N999TJ COL4 KRDU Raleigh-Durham Intl	Charleston, SC	KRDU	Raleigh-Durham Intl	Raleigh/Durham, NC	2007-10-28 01:50PM EDT 2007-10-28 02:49PM EDT 0:59
N999TJ COL4 KCHS Charleston Afb/Inti	Raleigh/Durham, NC	KCHS	Charleston Afb/Intl	Charleston, SC	2007-10-28 03:28PM EDT 2007-10-28 04:23PM EDT 0:55
\$ 40, -10	Charleston, SC	KJYO	Leesburg Executive	Leesburg, VA	2007-10-30 11:30AM EDT 2007-10-30 01:40PM EDT 2:10
N999TJ COL4 KJYO Leesburg Executive	Leesburg, VA	KCHS	Charleston Afb/Intl	Charleston, SC	2007-10-31 07:18PM EDT 2007-10-31 09:43PM EDT 2:25
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KORL	Executive	Orlando, FL	2007-11-01 01:40PM EDT 2007-11-01 03:07PM EDT 1:27

N999TJ COL4 KORL Executive		KCHS	Charleston Afb/Intl	Charleston, SC	2007-11-04 03:53PM FST	2007-11-04 05:35PM EST	1:42
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KMEM	Memphis Intl	Memphis, TN	2007-11-05 05:03PM EST	· · · · · · · · · · · · · · · · · · ·	
N999TJ COL4 KCHS Charleston Afb/Intl	Charleston, SC	KTUP	Tupelo Rani	Tupelo, MS	+	2007-11-05 06:36PM CST	2:33
N999TJ COL4 KTUP Tupelo Rgnl	Tupelo, MS	KSGF	Springfield Arpt		2007-11-05 05:03PM EST	2007-11-05 06:57PM CST	2:54
N999TJ COL4 KSGF Springfield Arpt	Springfield, MO	KTRI		Springfield, MO	2007-11-05 08:05PM CST	4	2:20
N999TJ COL4 KTRI Tri-Cities Rgnl Tn/Va	Bristol/Johnson/Kingsport, TN			Bristol/Johnson/Kingsport, TN		2007-11-07 06:25PM EST	2:38
N999TJ COL4 KIAD Washington Dulles Inti	344-44	h	Washington Dulles Intl	Washington, DC	2007-11-07 08:47PM EST	2007-11-07 10:18PM EST	1:31
N999TJ COL4 KCHS Charleston Afb/Intl		KCHS	Charleston Afb/Intl	Charleston, SC	2007-11-09 04:27PM EST	2007-11-09 06:38PM EST	2:11
N999TJ COL4 KJYO Leesburg Executive		KJYO	Leesburg Executive	Leesburg, VA		2007-11-13 07:25PM EST	2:08
N999TJ COL4 KCHS Charleston Afb/Inti		KCHS	Charleston Afb/Intl	Charleston, SC		2007-11-16 02:10PM EST	1:58
		KPAH	Barkley Rgnl	Paducah, KY		2007-11-19 01:14PM CST	2:58
N999TJ COL4 KPAH Barkley Rgnl	Paducah, KY	KSLN	Salina Muni	Salina, KS			
N999TJ COL4 KSLN Salina Muni	Salina, KS	KFOM	Fillmore Muni	Fillmore, UT	2007-12-15 12:35PM CST		2:28
N999TJ COL4 KSLN Salina Muni	Salina, KS	KCNY	Canyonlands Field				1:56
N999TJ COL4 KCNY Canyonlands Field	Moab, UT	KOAK	Metropolitan Oakland Intl			2007-12-15 02:46PM MST	3:11
N999TJ COL4 KOAK Metropolitan Oakland Intl	Oakland, CA	KLGB	Daugherty Field			2007-12-15 06:35PM PST	3:41
N999TJ COL4 KLGB Daugherty Field		KSAF				2007-12-19 01:43PM PST	1:51
N999TJ COL4 KSAF Santa Fe Muni	^		Santa Fe Muni			2007-12-20 04:28PM MST	2:37
N999TJ COL4 KTUL Tulsa Intl		KTUL	Tuisa Inti	Tulsa, OK	2007-12-20 05:09PM MST	2007-12-20 08:25PM CST	2:16
N999TJ COL4 KTUL Tulsa Intl	7-1-04	KMSL				2007-12-21 02:12PM CST	0:37
177777 COLT KIOL TIGISTING	Tulsa, OK	KCHS	Charleston Afb/Intl			2007-12-21 06:27PM EST	3:52
					······································		

EXHIBIT C

2005 COLUMBIA 400









Equipment Specifications

Year

2005

Manufacturer

COLUMBIA

Model

400

Price

US \$425,000

Location

Charleston, South Carolina

Condition

USED

Serial Number

41526

Registration Number

N999TJ

Total Time

575 Hours

Overhaul

575 SNEW

Flight Rules

Number Of Seats

IFR 4

General Information

TKS Installed and 28 Volt System, Fully Loaded, Climate Controlled, All the Options then Some, Motivated Seller!!!

Detailed Description

999TJ is seriously for sale! It's a fully loaded, great plane that I need to sell now. Great pilot's airplane with all the options and then some. Remainder of five year warranty on airframe and engine (through 10/2010) with Climate Controlled A/C

Would consider a partial trade for a Baron or Cessna 310.

Airframe:

- * White and Black, red striping
- * TKS De-Ice with "slinger prop", proven system and works great!
- * Precise Flight speed brakes
- * Built-in oxygen system
- * No damage history
- * Complete logs available
- * Nosewhale nosewheel pant protector
- * Columbia chocks with rope
- ***28 volt electrical system**

Engine Specs:

- * Continental Platinum TSIO-550C
- * Turbo GAMIjectors for smooth LOP and cooler temps!
- * Tanis engine pre-heat

Prop(s):

TKS Slinger Prop. Not only keeps the prop clean of ice, also helps keeps the windshield and other surfaces in the airflow ice free as well.

Modifications/Conversions:

- * Columbia A/I replaced with Battery backed Attitude Indicator
- * PS Engineering audio panel with audio input and Sirus Radio!
- * TAWS
- * WAAS
- * Upgraded batteries! No running out of power on startups!

Avionics/Radios:

- * Avidyne Entegra EX5000 MFD
- * Avidyne Entegra PFD with ADHARS
- * Dual Garmin GNS 430s
- * TAWS Upgraded!
- * Garmin GTX 327 transponder
- * Traffic detection (displays on MFD and GPS #2)
- * PS Engineering audio panel with Sirus radio
- * S-Tec 55X auto-pilot with PFD flight director
- * E-Prox graphical terrain warning,(displays on GPS #1)
- * C-Max approach plates,(displays on MFD)
- * E-Max engine monitoring and management with data recording
- * XM broadcast weather (Nexrad, lightning, TAF, METAR, winds)
- * E-Cast Avidyne on-demand narrowcast weather (back-up for XM and two way text messaging

Additional Equipment:

- Climate Controlled Air Conditioning
- * High Altitude Package
- * Built in O2
- CO2 Detector
- Mountain High EDS Model D1a oxygen conserver
- * Jeppesen Skybound USB data-loader
- * Airplane cover

Year Painte	2α	:
-------------	----	---

2005

Exterior:

9/10

Year Interior:

Case 1:07-cv-11201-DLC-GWG Document 20-4 Filed 01/31/2008 Page 4 of 9

2005	
Interior: Original Seats in Tan Leather.	
Inspection Status: Next Annual due 7/2006. Well maintained with frequent oil changes.	

Contact:
Chris Watson
Aircraft Located in:
Charleston, South Carolina
Phone: (202)255-8092

This is **G o o g I e**'s <u>cache</u> of <u>http://www.controller.com/listings/forsale/list.asp?</u> <u>catid=6&man=COLUMBIA&mdl=400</u> as retrieved on Jan 20, 2008 20:16:18 GMT.

Google's cache is the snapshot that we took of the page as we crawled the web.

The page may have changed since that time. Click here for the <u>current page</u> without highlighting. This cached page may reference images which are no longer available. Click here for the cached text only.

To link to or bookmark this page, use the following url: http://www.google.com/search? q=cache:vc884Pbbk14J:www.controller.com/listings/forsale/list.asp%3Fcatid%3D6%26man%3DCOLUMBIA%26md1% 3D400+%22202-255-8092%22&hl=en&ct=clnk&cd=1&gl=us

Google is neither affiliated with the authors of this page nor responsible for its content.

These search terms have been highlighted: 202 255 8092



Sunday, January 20th, 2008

Home | Register

Aircraft For Sale

You Searched For: a COLUMBIA listing where the model is exactly 400 in the PISTON SINGLE

AIRCRAFT category
Number Of Matches: 17
This Page: 1 of 1

Change Your Search
Print This
Show One-line Listings
Thumbnail Photos Off
Glossary of Terminology
Financial Calculator

Say you saw it on Controller.com!

Sign up for FREE Weekly Update Email - New Listings Added Daily Bookmark This Site

YEAR MANUFACTURER MODEL

PRICE (US \$)

LOCATION

2007 COLUMBIA 400

\$589,900

NC



S/N: 41772, N162CA, 110 TT, A top of the line Columbia 400 with all of the extra goodies like rudder hold; safe-taxi charts; and Garmin's GFC700 Autopilot w/FD and HSI, NDH

SouthEast Aircraft Sales Phone: (704)655-9692

Updated: Jan 18 2008 1:16PM

Details & Photo(s)

2006 COLUMBIA 400

\$537,900

AZ



N14001, LC41-550FG. 201 TT, 201 SNEW (OH). IFR. G1000 PFD and G1000 MFD (10.4" Displays). Under warranty until 12/2010. , 2006 Paint, 2006 Int

SunCountry Aircraft Sales,

LLC

Phone: (480)346-8266 Fax: (480)323-2414

Updated: Jan 3 2008 10:06AM

Details & Photo(s)

NEW 2006 COLUMBIA 400

\$509,900

IL

S/N: 41579, N1374L, 145 TT, IFR, Columbia 400 available for immediate delivery anyware in the U.S., 2006 Paint, 2006 Int, 4 Seats



Frank Grabos Phone: (847)612-7812

Updated: Jan 16 2008 11:45AM

Details & Photo(s)

2005 COLUMBIA 400

\$474,900

KY

S/N: 41092, N747VP, 170 TT, 170 SNEW, IFR, '05 COLUMBIA 400, WILL CONSIDER ANY TRADE!! 170 SNEW, NDH, Avidyne PFD/MFD, A/C, XM WX, JeppView, TCAS, Dual 430's, 2005 Paint, 2005 Int, 4 Seats

Jon Mand

Phone: (502)417-2837 Updated: Oct 22 2007 7:41AM

Details

2005 COLUMBIA 400

\$455,000

NC



S/N: 41107, N721WB, Beautiful, FULLY-LOADED 400 YOU MUST SEE!!!, 2005 Paint, 2005 Int, 4 Seats

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333

Updated: Jan 18 2008 2:53PM

Details & Photo(s)

2005 COLUMBIA 400

\$450,000

TX

Red & White, 175 Has Auto Climate, Terrain, Hot Prof., Speed Brakes, XM Weather Jepp View, Totally Loaded.

Arthur & Arthur

Phone: (817)800-5470 Updated: Dec 31 2007 2:13PM

Details

2005 COLUMBIA 400

\$425,000

РΑ



S/N: 41058, N989MB, 320 TT, 320 SNEW, IFR, Excellent condition and loaded with every safety feature, Outfitted for maximum efficiency and safety while preserving maximum useful load, 2005 Paint, 2005 Int, 4 Seats

Curtis Laub

Phone: (814)333-6442

Updated: Jan 11 2008 12:50PM

Details & Photo(s)

2005 COLUMBIA 400

\$425,000

SC



S/N: 41526, N999TJ, 575 TT, 575 SNEW, IFR, TKS Installed and 28 Volt System, Fully Loaded, Climate Controlled, All the Options then Some, Motivated Seller!!!, 2005 Paint, 2005 Int, 4 Seats

Chris Watson

Phone: (202)255-8092

Updated: Jan 15 2008 2:00PM

Details & Photo(s)

2005 COLUMBIA 400

\$419,000

NJ



S/N: 41528, N325SK, 125 TT, TCM Platinum Engine, Evade is paid for by current owner, price is 439K with evade option

Lincoln Park Aviation Phone: (800)633-0450 Fax: (973)872-6256

Updated: Jan 10 2008 9:06AM

Details & Photo(s)

2005 COLUMBIA 400

\$409,000

AR

S/N: 41508, N2542T, 738 TT, 20 STOH (new flow max cylinders). Engine &





Airframe, Avydine flightmax dual 430 garmins XM weather, auto climate control totaly loaded & fast , 2005 Paint, 2005 Int

Tim Church

Phone: (479)739-1521

Updated: Jan 16 2008 8:45AM

Details & Photo(s)

2004 COLUMBIA 400

\$445,000

NH

S/N: 41028, N2541M, 310 TT, 310 SNEW, Priced with Premium Smart Vision Avionics Package, De-Ice System: Hot Prop & Heated Leading Edges (E-VADE) Installed & operational.

William Richard Phone: (603)231-4775

Updated: Dec 11 2007 3:04PM

<u>Details</u>

2004 COLUMBIA 400

\$415,000

NC



S/N: 41003, N236RS, Loaded Aircraft w/ Built In Oxygen, Speed Brakes, Climate Control, Ryan TCAD Traffic, and XM Radio Entertainment...Beautiful Island Met Blue Exterior . 4 Seats

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333

Updated: Jan 18 2008 2:53PM

Details & Photo(s)

2004 COLUMBIA 400

\$412,000

NC



S/N: 41042, N51GK, 465 TT, Platinum Engine, Avidyne Entegra Flightmax Glass, Climate Control/AC, Speed Brakes, EMAX Engine Monitoring/Fuel Flow, E-Plates Jepp Charts, E-PROX Terrain Awareness, BiO2 Oxy., TIS Traffic, SAT-WX XM Wthr

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333

Updated: Jan 18 2008 2:53PM

Details & Photo(s)

2004 COLUMBIA 400

\$399,000

IA



S/N: 41031, N2540M, 275 TT, Hartzell 3-Blade, S-TEC 55X A/P w/Alt Preselect, Auto-trim & GPSS. 235 KTAS Cruise @ 25,000 Feet

PS Air, Inc.

Phone: (319)846-3600 Fax: (319)846-3605

Updated: Jan 16 2008 10:41AM

Details & Photo(s)

2004 COLUMBIA 400

\$389,000

NC



S/N: 41002, N48PD, 365 TT, One of the fastest 400's in the fleet! Fully Loaded, Always Hangared, One Owner, Built-In Oxygen System, Speed Brakes, Graphic Engine Monitor, Mode-S Traffic, Sharp Ferrari Red Exterior, CALL for More Details!

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333

Updated: Jan 18 2008 2:53PM

Details & Photo(s)

2005 COLUMBIA 400

\$435,000

NC



S/N: 41061, N2509W, 240 TT, Beautiful, Fully Loaded Columbia 400, 2005 Paint, 2005 Int , 4 Seats

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333

Updated: Jan 18 2008 2:53PM

Details & Photo(s)

2004 COLUMBIA 400

\$395,800

NC

800 TT, Sharp, Fully Loaded, One Owner Columbia 400!, 2004 Paint, 2004 Int, 4 Seats

Columbia Resale Phone: (866)540-0300 Fax: (336)665-0333 Updated: Jan 18 2008 2:53PM

Details

Return to Previous Page

Enter search information and press the Search button below. Use the TAB key to move between fields. Need help? Click here.

● Aircra	IT FOR Sale C Alforatt Fo	or Lease C Aircraft For Fraction	onai Ownersnip
Category:	Piston Single Aircraft		
Select Mfr:	COLUMBIA AII ADAM AIRCRAFT AERO	Or Type in Mfr:	
	To select more than one you click the names.	manufacturer, hold down the C	CTRL key while
Model:	To search for multiple me between each model nur	C Starts With C Contains odels, simply enter a comma mber. (Ex. 172, 182)	Exact Match
Price From:		Price To:	
Year From:		Year To:	
Total Time From:		Total Time To:	
Serial Number:		Registration Number:	
State:	All Alabama Alaska Alberta		re than one state or down the CTRL key k the names.
Country:	All USA Canada Europe and Middle East		

ADVANCED SEARCH FIELDS - Overhaul Time, Flight Rules, etc. (Click to Expand)

	Show only listings added	in the last	days. (ex:	30)	
Sort Order	: Manufacturer, Model, Year (Descending),Price	(Descending	g) (Default) 🔀	
				•	

·	Search	Cancel			
<u>Home</u>	Copyright & Legal Notice	Privacy Policy	Site Map	Contact Us	

Copyright © by Sandhills Publishing Company 2008. All rights reserved.

EXHIBIT D

State of South Carolina) County Of Berkeley)	In the Magistrate's Court Case Number: 07K-0915
Daniel Island Partners, LLC 300 Bucksley Lane #305 Daniel Island, SC 29492)))
Plaintiff(s)) : } .
vs.)
wa) Court Date: February 11, 2008 @ 9:30AM
Bravera, Inc)
C/O Chris Watson)
300 Bucksley Ln. #305	
Daniel Island, SC 29492 Defendant(s)))

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the allegations and present any appropriate counterclaims to the attached complaint within 30 days from the first day after receipt of this summons. Your answer must be received by the magistrate's court located at the following address:

303-B North Goose Creek Blvd. Goose Creek, SC 29445 (843) 553-6099 Fax # 553-7074

IF YOU FAIL TO ANSWER within the prescribed time, a judgment by default will be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs.

GIVEN UNDER MY HAND, this Whay of November, 2007.

Magistrate Ellen Karesh

INSTRUCTIONS! TO THE DEFENDANT (S)

If you do not wish to oppose plaintiff's claim, you may:

A. Contact the plaintiff and make an out of court settlement with the plaintiff before the trial date and file with the magistrate court a dismissal of the case signed by the plaintiff; or

In this, event, the plaintiff will be given a B. Make no answer to the complaint. default judgment against you in the amount specified in the complaint. may be filed as a judgment against you and the plaintiff may be able to request that the sheriff execute the judgment and sell any non-protected/ nonexempt assets to satisfy the judgment.

If you wish to oppose the claim:

- A. You must file an answer with the magistrate's court within the time specified in the summons. Your answer may be made in writing in a form approved by magistrate, or the answer may be made orally to the magistrate's court if you appear in person within the time specified in the summons.
- You will be notified of the time and date of the trial. You must appear at that time. Should you fail to appear, the plaintiff will be given a default judgement against you in the amount specified in the complaint.

At the time of the trial, you must bring with you all books, paper, witnesses, and evidence that you have to establish your defense.

- D. At your request, the court will issue a subpoena for any witness you may need (you must request the subpoena as soon as possible and before the trial date) You should aftempt to request the subpoena at least one week before trial, if possible.
- If you desire a jury trial, you must request one within five (5) working days from the date set for the trial. If a jury trial is not timely requested, the court will treat 3. your failure to request a trial by jury as a waiver of such right to request one, and the matter will be heard and decided by the magistrate without jury.
- If you have a claim against the plaintiff that arises out of the same transaction or occurrence as the plaintiff's, you may file a counter claim. The counterclaim must be filed with the magistrate within the time specified in the summons for filing an answer. The counterclaim must be in writing, in a form approved by the magistrate, or it may be made orally to the magistrate's court if you appear in person when filing your answer. Your counterclaim will be tried at the same time as the plaintiff's claim if it does not exceed the jurisdiction of the magistrate's court. If the counterclaim exceeds the court's jurisdiction, the entire matter will be transferred to the Circuit Court.
- If you have a claim against the plaintiff that does not arise out of the same occurrence or transaction as the plaintiff's claim, you may file a complaint against the plaintiff. 5. The claim will be heard separate and apart from the plaintiff's claim against you.
- If any of the following apply, please notify the court upon receipt of this document;
 - If you are a member of the Armed Services of U.S.
 - If you are under 18 years of age.
 - If you are a prisoner in any municipal, county, state or federal jail.
- You may be represented by an attorney, but are not required to have one. The court will explain the procedures involved and assist you with the paperwork if needed; however, the 7. court and its staff cannot represent you or provide you with legal advice or an attorney. Please be advised that often the opposing party will retain an attorney. The court will not continue a case merely because the other party appears with an attorney on the trial date.

	IN THE MAGISTRATE'S COURT
OUNTY OF BERKELEY	CASE NUMBER: 07K-0915
Plaintiff(s), Plaintiff(s), Decksley Lave #305 Address ance Sland, SC 29492 City, State, Zip (843) 327-8424 Telephone	Defendant(s). BOD BUCKSLEY Ln #305 -VS- Address Daniel (Sland, & 29492 City, State, Zip (202) 255-8092 Telephone 90 Chris Watson
COM	PLAINT
I (or we), the above-named plaintiff(s), all That the above-named defendant(s), upo	·
That the claim for relief is based upon the cumpaid rent pursu ontober 1-23, 200	y County, South Carolina. If the Berkeley County Magistrate's Court. If following (attach extra sheets if needed):
That this matter is within the jurisdiction of That the claim for relief is based upon the curpaid west pursuant of the pursua	y County, South Carolina. If the Berkeley County Magistrate's Court. If following (attach extra sheets if needed): Ant to Lease from The property address.

	SOUTH CAROLINA OF BERKELEY) IN THE MAC) CASE NUI	GISTRATE'S COURT MBER:	
	Plaintiff(s),		Defendant(s).	·
······································	Address) -vs-	Address	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	City, State, Zip		City, State, Zip	
	Telephone		Telephone	
		ANSWER		
In resi	ponse to the Complaint, I (or	we) would state:	•	
	I (or we) do not reside in the			
	I (or we) admit everything i		a trial is not desired.	
C.	I (or we) admit responsibilit	v. but not for the total	amount requested in the Comp	ain
D.	I (or we) deny any respons	sibility at all.		
		DUNTERCLAIM		
That in	addition to the Answer above	ve, the defendant(s) a	assert(s) a counterclaim against	the
plaintiff	r in the amount of \$	The counterclai	m arose out of the same transac	tior
	urrence as the plaintiff's claim	as a result of the follo	owing events:	
				·····
That th	e information contained by			
		is correct and truthfu	if to the best of my (our) knowled	ge.
DATED	•		Or agent or attorney)	
		: :DTOCOOP :	OF OCCUPATION OF THE PROPERTY	

EXHIBIT E

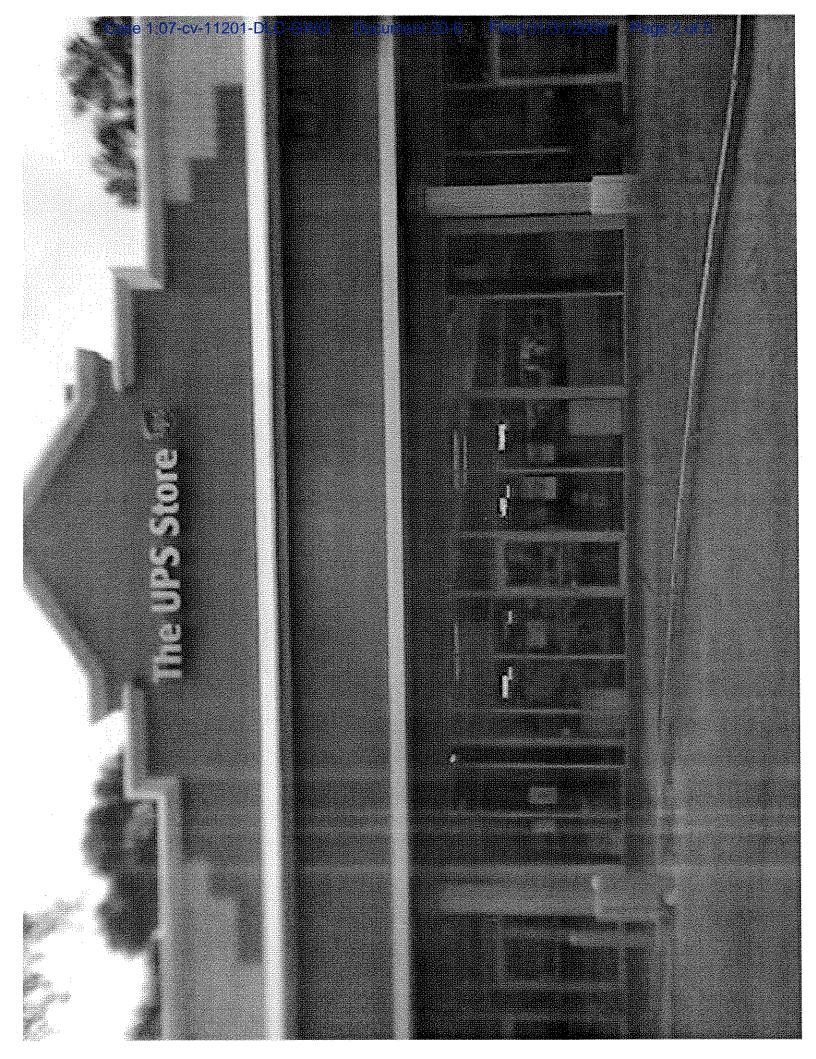








EXHIBIT F



Business Platinum Card®



373,978 Membership Rewards ® Points Available

at 09/30/07, when charges due are paid in full and all accounts are in good standing.

Prepared For **CHRIS WATSON BRAVERA INC**

XXXX-XXXXX8-77003

Closing Date 10/26/07

Page 1 of 6

Previous Balance \$ 28,955.77 Payment Activity \$ 0.00 New Activity \$ Inc. Adjustments +1,650.71

New Balance \$ 30,606.48

Please Pay By 11/10/07

Amount Due includes: Past due amount \$28,925.87

Please refer to page 3 for important information regarding your account

Your account is past due. Please pay the past due amount immediately. Pay your bill online anytime, anywhere at www.americanexpress.com/paybill.

To manage your Account online or to pay your bill, please visit us at open.americanexpress.com. For additional contact information, please see the reverse side of this page.

Cardmember	Snapshot		
Cardmember Name	Card Number	Total New Activity \$	
CHRIS WATSON	3783-428428-77003	586.30	
AMY RICH	3783-428428-73168	-7.48	
TONY WEAVER	3783-428428-71196	1,071.89	
Total New Activity		1,650.71	

Activi	ty *Indicates posting date	Amount S	
Total o	f Payment Activity		0.00
Due in I	Full Activity for CHRIS WATSO	N	Amount \$
10/01/07	CLEANQUEST INC 703-6689599	VA	90.00
	CLEANING/JANITORIAL		
10/02/07	SATELLITE RADIO 800-XMRADIO	DC	149.97
	XM SATELLITE		
10/03/07	MAID BRIGADE CHARLESTON	SC	187.50
	CLEANING/JANITORIAL		

Please fold on the perforation below, detach and return with your payment

* Indicates posting date

Continued on Page 3

Payment Coupon

Account Number 3783-428428-77003 Please Pay By: 11/10/07

To Pay by Computer, visit open.americanexpress. com. To Pay by Phone, call 1-800-472-9297.

CHRIS WATSON BRAVERA INC 300 BUCKSLEY LANE STE 305 DANIEL ISLAND

SC 29492-8175

number on all checks and correspondence. **Amount Due** \$30,606.48

Make check payable to American Express.

Please enter account

See Finance Charges section on reverse side for a description of when additional Finance Charges are not assessed

on Features.

Mail Payment to:

AMERICAN EXPRESS P.O. BOX 650448 DALLAS TX 75265-0448

Prepared For **CHRIS WATSON BRAVERA INC**

ccount Numbe XXXX-XXXXX8-77003

Page 2 of 6

Payments: Payments received after 12:00 noon or on weekends or holidays may not be credited until the next business day. Payments must be in US Dollars and drawn on a bank located in the US. Unless you are paying by computer or by phone, please submit your payment in the enclosed envelope with the payment coupon and the account number indicated on the check. Please do not send post-dated checks. They will be deposited upon receipt. If payment is made in any other mor at any other location, here may be a delay in processing. We reserve the right to process checks electronically, at its discovered to the check. Please do not send post-dated checks. They will be deposited upon receipt. If payment is made in any other control of the check, outling number, account number and its discovered to the check process checks electronically at its presentment, we may issue a draft against your account for the amount of the check. Authorization for Electronically at first presentment, we may issue a draft against your account for the amount of the check. Authorization for Electronically at first presentment, we may issue a draft against your account for the amount of the check. Authorization for Electronically at first presentment, we may issue a draft against your account for the amount of the check. Authorization for Electronically at first presentment, we may issue a draft against your account for the amount of the check. Authorization for Electronically at first presentment, we may issue a draft against your account for the manufacture of the check and the



To Pay By Phone 1-800-472-9297

Customer Service 1-800-492-8468 24 hours/7 days

Express Cash 1-800-CASH-NOW

.ost or Stolen Card 1-800-492-3344

International Collect 1-623-492-7719

Hearing Impaired (9am-5pm EST) TTY: 1-800-221-9950 1-800-695-9090

In NY: 1-800-522-1897

arge Print and Braille Statements 1-800-492-8468

Extended Payment Option/Select and Pay Option Customer Service 1-800-403-1288



americanexpress.com

Customer Service P.O. Box 981535 El Paso, TX 79998-1535

Express Cash P.O. Box 981531 El Paso, TX 79998-1531

Payments P.O. BOX 650448 DALLAS TX 75265-0448

Change of Address

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name or Company Name changes, please call the Customer Service number on the back of your Card.
- If your address or phone number has changed to a FOREIGN ADDRESS OR PHONE, please call Customer Service.
- · Please print clearly in blue or black ink only in the boxes provided.

	,		,		,		,		 	 					Ţ	,
Street Address																
City, State														Ī		
Zip Code		***********		******		·					 1	1	<u> </u>	1	1	
Area Code and Home Phone	<u>, </u>								 							
Area Code and Work Phone																
Email (optional)			`													

Please provide your e-mail address to receive important account updates and exclusive Cardmember offers and benefits.



Prepared For CHRIS WATSON BRAVERA INC

Account Number XXXX-XXXXX8-77003

Closing Date 10/26/07

Page 3 of 6

	ull continued					Amount \$
10/07/07	GOOGLE INC. CC@GOOGLE.C ADWORDS ADVERTISING	OM	······			117.43
10/09/07	CONSUMERREPORTS.ORG 800-33 INFORMATION	33-0663	NY			4.95
10/16/07	MYPILOTSTORE.COM 004SCOTTS 4805560500	DALE	AZ			24.45
10/20/07	LANLOGIC INC 175355 925-226-120 LANLOGIC INC 925-2	7 CA				12.00
Total of	Due in Full Activity for CHRIS	WATS	ON			586.30
Due in f	Full Activity for AMY RICH					······
10/10/07*	Dispute - NAPSTER.COM					-14.95 Credit
09/27/07	LE BLEU CORPORTION ADVANCE MISC/SPECIALTY RETAIL	N	C			7.47
Total of	Due in Full Activity for AMY F	RICH	****	· · · · · · · · · · · · · · · · · · ·		-7.48
Due in F	Full Activity for TONY WEAVE	R				
09/27/07	OFFICE DEPOT, INC. ODENTON OFFICE PROD. & SUPPLIES	MD		·		1,061.89
	PAPER, COPY, 8.5X11,104 BRT, BON TAPE, ACITAPE, .75X1296*, OD, 10PK BOX, LTR/LGL, OD VALUE, 12PK RUBBERBANDS, SZ32, 1# ROC No. 402855269	ID				
10/05/07	PAPER,COPY,8.5X11,104 BRT,BON TAPE,ACITAPE,.75X1296*,OD,10PK BOX,LTR/LGL,OD VALUE,12PK RUBBERBANDS,SZ32,1#		СТ			10.00
	PAPER,COPY,8.5X11,104 BRT,BON TAPE,ACITAPE,.75X1296*,OD,10PK BOX,LTR/LGL,OD VALUE,12PK RUBBERBANDS,SZ32,1# ROC No. 402855269 RESERVATIONREWARDS NORWA	ALK				10.00 1,071.89
Total of	PAPER,COPY,8.5X11,104 BRT,BON TAPE,ACITAPE,.75X1296*,OD,10PK BOX,LTR/LGL,OD VALUE,12PK RUBBERBANDS,SZ32,1# ROC No. 402855269 RESERVATIONREWARDS NORW/ 800-732-7031	ALK				
Total of	PAPER,COPY,8.5X11,104 BRT,BON TAPE,ACITAPE,.75X1296*,OD,10PK BOX,LTR/LGL,OD VALUE,12PK RUBBERBANDS,SZ32,1# ROC No. 402855269 RESERVATIONREWARDS NORW/ 800-732-7031 Due in Full Activity for TONY	ALK				1,071.89
Total of Total D	PAPER,COPY,8.5X11,104 BRT,BON TAPE,ACITAPE,.75X1296*,OD,10PK BOX,LTR/LGL,OD VALUE,12PK RUBBERBANDS,SZ32,1# ROC No. 402855269 RESERVATIONREWARDS NORW/ 800-732-7031 Due in Full Activity for TONY Tue in Full Activity Charge Schedule this period: 29 Average	ALK		Annual Percentage Rate	New Balance \$	1,071.89

Certain of the periodic rates and APRs above may be variable. Those rates may vary based upon the prime rate identified in the Wall Street Journal, as described in your Cardmember Agreement as currently in effect.

Important Notice

Information on Flexible Payment Features

You may have access to one or more Flexible Payment Features as part of your Card account. The current Annual Percentage Rates (APRs) and Daily Periodic Rates (DPRs) for the Flexible Payment Features are as follows:

Please refer to page 2 for further important information regarding your account

For Select and Pay Option, the APR is 29.74% and the DPR is 0.0815%.

Case 1:07-cv-11201-DLC-GWG

Document 20-7 Filed 01/31/2008

Page 5 of 14

Prepared For CHRIS WATSON **BRAVERA INC**

Account Number XXXX-XXXXX8-77003

Page 4 of 6



OPEN Savings™ Summary

Prepared For CHRIS WATSON BRAVERA INC Account Number
XXXX-XXXXX8-77003

Page 5 of 6

Total Savings to Date For This Account

Savings Since Jan 2007 Savings This Period Through Oct 25

\$ 1,296.36

573.48

0.00

Program	End Date	Transactions This Period	Discount % or Credit	Savings This Period	Savings Since Jan 2007
FEDEX KINKO'S OFFICE AND PRINT CENTERS - Document solutions and business services	Ongoing	\$0.00	5%	\$0.00	\$321.60
DELTA - Flight purchases	Ongoing	\$0.00	3%	\$0.00	\$108.89
COURTYARD BY MARRIOTT - For participating hotels, visit marriott.com/opensavings	Ongoing	\$0.00	5%	\$0.00	\$65.47
HYATT - Hotels and resorts in the U.S.	Ongoing	\$0.00	3%	\$0.00	\$34.35
HERTZ - Car rentals in the U.S.	Ongoing	\$0.00	5%	\$0.00	\$32.65
1-800-FLOWERS.COM- Flowers and gifts	Ongoing	\$0.00	5%	\$0.00	\$8.40
FEDEX - Ground, Express and International shipments	Ongoing	\$0.00	5%	\$0.00	\$2.12
FAIRFIELD INN BY MARRIOTT - For participating hotels, visit marriott.com/opensavings	Ongoing	\$0.00	5%	\$0.00	\$0.00
GATEWAY - Desktop and notebook PCs, servers, storage solutions, and more	Ongoing	\$0.00	5%	\$0.00	\$0.00
JETBLUE - Flight purchases	Ongoing	\$0.00	3%	\$0.00	\$0.00
RUBY TUESDAY - Casual dining	Ongoing	\$0.00	5%	\$0.00	\$0.00
SYMANTEC - Security and Back-up software including Norton(TM) products	Ongoing	\$0.00	10%	\$0.00	\$0.00
SPRINGHILL SUITES BY MARRIOTT - For particip. hotels, visit marriott.com/opensavings	Ongoing	\$0.00	5%	\$0.00	\$0.00
WINGATE BY WYNDHAM- Hotels in the U.S.	Ongoing	\$0.00	5%	\$0.00	\$0.00
Totals				\$0.00	\$573.48

Other Ways To Save!

Great New Places to Use Your Card



Use your American Express® Card with Montgomery Insurance ™ and make your commercial lines policy payments with ease. Montgomery Insurance works exclusively with independent agents, offering a range of commercial property and casualty products for your small- to medium-sized business. And our loss prevention professionals can assist you with a variety of safety services for your business. Provides exceptional services, including its 24-hour Montgomery Insurance ANYTIME Claims Service™ hotline, and the Online Billing Service Center, which allows you to pay your bills online in several ways, including with your American Express Card. Montgomery Insurance is a member of Liberty Mutual Group.

Contact an independent agent and ask about how you can get Montgomery Insurance to help protect your business, or visit www.montgomery-ins. com for more details.

(CE 109473)

(CE 109469)

Did You Know?



Freightquote.com[®] is one of the leading providers of web-based freight transportation services. It's fast, easy, and free.

Freightquote.com⁹: 1-800-323-5441 www.axp.freightquote.com

(interCall)

InterCall - One of the world's largest conferencing providers, helps people create better connections with more product options supported by more personal attention. Get reliable and easy-to-use communication services to help you to achieve critical business objectives. InterCall: 1-800-374-2441 www.intercall.com/amex/

OPEN

McDonald's - Fast, convenient dining is even easier when you use your Card at McDonald's restaurants.

McDonald's www.mcdonalds.com

Prepared For CHRIS WATSON **BRAVERA INC**

Account Number XXXX-XXXXX8-77003

Page 6 of 6

Save 3-25% on Business Expenses - No Need to Enroll



OPEN Savings® is a built-in benefit of your Business Card that provides savings on a wide range of business purchases at FedEx, Hertz®, FedEx Kinko's Office and Print Centers®, Gateway, Courtyard by Marriott®, Symantec and more. Just use your Business Card at participating companies, and the savings appear automatically as a credit on your statement.

To view the full list of OPEN Savings partners, please visit opensavings.com

(CE 109526)

OPEN Savings®: Savings range from 3% to 25%. Payment must be made with an American_Express® Business Card at the time of purchase. Savings will be credited to your account. Participation and offers are subject to change without notice. For full partner terms and conditions, visit opensavings.com

Experience the Most Legroom in Coach* and Save 3% to 5%

Save 3% on JetBlue flights, now with the most legroom in coach, when you pay with your Business Card or 5% with your JetBlue Business Card. JetBlue joined OPEN Savings®, a built-in savings program that provides automatic savings from participating companies. Your savings will automatically be credited on your statement. *Based on average fleet-wide seat pitch for U.S. Airlines. Payment must be made with an American Express® Business Card at the time of purchase, savings will be credited to account. Participation and offers are subject to change. Valid on flights purchased from jetblue.com, 1-800-JETBLUE, or at the airport. Savings do not apply to Getaways vacation packages, gift cards, or flights purchased through a third party. All Business Cards get 3% savings—maximum annual of \$1,000 per Card. JetBlue Business Cards get 3% savings—maximum annual of \$1,000 per Card. JetBlue Business Cards® get an extra 2% savings, for a total of 5%--maximum annual of \$2,000 per Card.

Reserve your next flight today--visit www.jetblue.comor call 1-800-JETBLUE (538-2583). To learn more about OPEN Savings and our participating partners, please visit opensavings.com

(CE 109524)

Save 5% at Fairfield Inn by Marriott®



Pay with your Business Card at over 400 participating Fairfield Inn locations and save 5% on your entire bill. In addition to your room charge, you'll also save on all other charges on the bill, which may include telephone, fax and copy service, meetings, and even taxes and other miscellaneous fees. Savings at Fairfield Inn are valid at participating locations in the U.S.

Payment must be made with an American Express® Business Card at time of purchase, savings will be credited to your account. Participation and offers are subject to change without notice. Valid at 950+ participating locations within the U.S. For a complete list, visit www.marriott.com/opensavings. Savings do not apply to third party transactions (ie: pre-paid travel agent, wholesaler, online travel service or similar transactions) not paid directly at, or through, the hotel. Maximum annual savings is \$1,500 per Card account.

For reservations, visit www.marriott.com/ opensavings or call 1-866-914-OPEN(6736). Then use your Business Card to pay your bill and savings will automatically be credited to your American Express statement.

(CE 109525)

Save 25% on Expense Management Software with Expensable



Reporting and tracking expenses does not have to be a hassle. ExpensAble® replaces paper forms or spreadsheets with an intuitive, easy-to-use software solution. It comes loaded with powerful convenience features and can even pre-fill reports with American Express® Business Card data at the touch of your mouse! Save 25% when purchasing with your Business Card.

OPEN Savings®: Payment must be made with an American Express Business Card at the time of purchase, savings will be credited to your account. Participation and offers are subject to change without notice.

ExpensAble: Valid on all purchases in the U.S.

To purchase, or for more information, visit opensavings.com/ expensable

(CE 109523)

Save 5% Off Your Meal at Ruby Tuesday®



Receive a 5% savings when you use your Business Card at Ruby Tuesday's restaurants. These savings are in addition to any specials offered directly from Ruby Tuesday and the savings will automatically be credited to your monthly American Express statement.

OPEN Savings®: Payment must be made with an American Express® Business Card at the time of purchase, savings will be credited to your account. Participation and offers are subject to change without notice.
Ruby Tuesday®: Valid only at U.S. domestic locations, excluding Hawaii.

Simply use your Business Card at Ruby Tuesday, and receive a 5% discount, automatically reflected in your monthly statement. To learn more about OPEN Savings and our participating partners, please visit opensavings.com

(CE 109527)

Payment Coupon

2

HO7Y1A1H

\$ 28,955.77

Minimum Amount Due \$28,955.77

Amount enclosed

Make check payable to

American Express.

See Finance Charges section on reverse side for a description of when additional Finance Charges are not assessed on Features.

րկիվորդութբարորորությիրիկորիրություն CHRIS WATSON

BRAVERA INC 300 BUCKSLEY LANE STE

DANIEL ISLAND SC 29492-8175

Mail Payment to:

գկինությունքների անդարին անդարդությեր AMERICAN EXPRESS P.O. BOX 650448 DALLAS TX 75265-0448

Account Number
XXXX-XXXXXX8-77003

Closing Date 09/27/07

· ·		ACCOUNT NUMBER XXXX-XXXXXX8-77003	09/27/07
Prepared For	TSON		Maria
BRAVERA	INC		180.37
	ied	and the second s	
Full contin	TEO DENTON	TX No of Nights	
7 HAMPTO	N INN/SUITES DENTON Departure Do 08/27/07	ate 1	2,397.83
Arrival Da 08/26/07	te 08/2/10 ³		
0000000	TX		319.82
	1132		And the second s
U)	(#1132 SALL	and the second of the second o	
FOC NO	110071	FL	
HYATT	HOTELS IN L Departure	Date	and the second
Arrival	Date 08/29/07		1.09
nai28/0	7		and the second s
00000 LODG	ING	∩M	36.00
	- is in		36.00
30/07 GOUL	ORDS ADVERTISING	CH CT	25.00
	TION CONSUME	The second secon	
1/31/07 AVIA	SCRIPTIONS	CON IN I	
	SCRIPTIONS MEMBERSHIP RENEWNEW		33.00
9/01/07 B&N	2387323	- 1	
Des	cription		e Total
B&*	Cription Nembership Rene PLE ONLINE STORES CUPER PLE ONLINE STORES CUPER	TINO CA	58.67
09/04/07 AP	PLE ONLINE STOTILE M*PUTER/SOFTWARE 0002558092		58.67
60		VA	1,353.65
	(XONMOBIL RESTON	VA	
09/05/07 E		CA	
	920220	=	237.66
09/06/07	ANLOGIC INC INDEFINED COMPUTER MAINTENANCE, P	REPAIR & SERVICES	237.66
	COMPUTER MAINTENANDE		
	ROC No. 000050489	BURG VA	40.00
09/08/07	ROC No. 000050489 LANDMARK AATION - JOLEES		the control of the co
02100.	605629		
	AVGAS 100LL AMERICAN HOME SHIELDCA	ARROLL	50.00
09/07/07	BUSINESS SERVICE		and the first section of the control
3 2	HOME WANTY	OA CA	
		207	4.95
09/08/07	UNDEFINED	= BEPAIR & SERVICES	And the second s
	COMPUTER INC.		1,024.89
	COMPUTE ORG		
09/09/07	CU CONCENT FORG		90.00
,	CHARITABLE ORG XO COMMUNICATIONS F	RESTON	the second secon
09/09/07		NL NA VA	187.50
00/4-	INFORMATION 703	3-6689599 VA	the same of the sa
09/10/07	CLEANQUESTITO	and the second s	217.85
	CLEANS CHA	ALESTON SC	and the second s
5 09/10/0	7 MAIL BRIGHT		
6 09U 0W	CLEANINGUANITUHIAL T LANDMARK AATION - JC	DUEESBURG VA	55.4
	T LANDMANN ATT		the state of the s
109/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/09/12/0	208905	VA VA	-
Ç.	SW GBILL BAM	RESTON	
§ 09/13	EOOD-BEV	-T	
ŏ	FOOD-BEV	00.8	
	TIP		

Account Number
XXXX-XXXXX8-77003

Closing Date 09/27/07

CHRIS WATSON BRAVERA INC	Amoum \$
	50.37
n Full continued	
SHIP OWIDANIEL ISLAND	·
07 QWIK PACK & 5 843-2780800 Price	3,078.58
n acidion -0.07	a _l or with
BUSINESS SERVICES at of Due in Full Activity for AMY RICH	
TON WEAVER	99 73 Credit
in Full Activity for TONY WEAVER	0 - 1 (i.e. 1)
CENTER HELAIL TO	
'영화'의 아이들 마이트 '아이프로 ()는 [1911년 1일 1일 1일 1일 1 일 다른 아이들 이 아이들 수 있는 이 아이들 이 아이들 이 아이들 이 아이들 이 아이들 이 아이들이 아이들 이 아이들이 아이들 아이들	
The acousting Unions	
	-53.72
	Credit
- 大変などには、アンタルには、 美術を主に表現したとのないのない。 というには、アンスとははは最終できるというというというというというというというというというというというというというと	생성 마음을 가장 다른 사람들이 되었다. 사람들은 100 대한 100 대한 100 대한 100 대한
ROC NO 4007 SUPPLIES 712/07 OFFICE DEPOT, ING. ODENTON MD	
712/07 OFFICE DEPO! & SUPPLIES OFFICE PROD. & SUPPLIES PAPER.CPy.LOGR.20#.PINK PAPER.CPy.LOGR.20#.PINK	404.00
COACE STORAGE	
8/27/07 EXTRA SPACE 31/27/07 7037160078 Price	35.66
	
- In to WAREHOUSING	
A TOP DEPOT INC. HESTON	
	36.01
0FFICE PHOD 500-CT 8.5X11 SALMON 500-CT ROC No. 339112650	
0508585701RESTON	
08/27/07 SUNOCO 9300000 SUNOCO	690.88
MORO CENTER RETAIL FAIRFAX	207.23
ONE PRODUCTO	
DEBOT INC. HESTON	
08/28/07 OFFICE DEPOL. & SUPPLIES OFFICE PHOD. & SUPPLIES CANON L50	
TONER, CARTHIDGE, CANCET	العالم المنظمية التي المنظ
TONER, CARTHIDGL, PNK, 5M/CT PAPER, COPY, 8.5X11, PNK, 5M/CT PAPER, COPY, 8.5X11, 104 BRT, BOND PAPER, COPY, 8.5X11, 104 BRT, BOND	67.18
DESIGN DEPOT, INC. HESTON	and the second s
OFFICE PROD & SUPPLIES OFFICE PROD & SUPPLIES	67.18
DAPER COPY 8.5X11,104 BRT,BOND	
08/29/07 OFFICE DEPOT, INC. HESTON	
08/29/07 OFFICE DEPOT, & SUPPLIES OFFICE PROD. & SUPPLIES PAPER, COPPLIES PAPE	96.5
PAPER, COPY, 6.200	
TENIES PLUS #193 WOODDING	33.4
08/29/07 BATTERIES FLOG TO AUTO SERVICE	
	1,599.
8 08/30/07 EXXONWOOD	•
OB/30/07 OFFICE DEPOT, INC. ODENTON OFFICE PROD. & SUPPLIES OFFICE PROD. & SUPPLIES PAPER TOWEL, CASE, 15RL, WHITE PAPER TOWEL, CASE, 15RL, WHITE PAPER TOWEL, CASE, 15RL, WHITE	
OFFICE PROD. & SUFFICE PAPER TOWEL, CASE, 15RL, WHITE PAPER TOWEL, CASE, 15RL, WHITE PAPER TOWER A EVIL 104 BRT, BOND	
PAPER TOWEL, CASE, TORIGHT, BOND PAPER, COPY, 8.5X11, 104 BRT, BOND PAPER, COPY, 8.5X11, 104 BRT, BOND	
PAPER, COPY, 8.5X11, 104 SK1,	
8 FOLDER, FILE, LTH, 103 OF TAPE, ACITAPE, .75X1296*, OD, 10PK BOC No. 399339648	
BUC NO 3889999040	

Account Number
XXXX-XXXXX8-77003

Closing Date 09/27/07

BHAV	WATSON ERA INC		Amount \$
			833.22
Full con	ntinued	And the second s	
	DE DEPOT, INC. ODENTON	MD	
		3	
		U	
BOX,	LTR/LGL,OD VALUE, 12PK		33.65
-015	SED FILE LIN. IN CO.		the state of the s
AOC	No. 401859181	VA	176.98
7 SPIC	DE TOWN 0103 FIEL 11		TOUGH
7034	4716768	POD IL	176.98
7 PEA	POD *GROCERIES 8000 -		31.00
GBC	OCERIES	VA	· · · · · · · · · · · · · · · · · · ·
07 SUN	NOCO 0508585701RESTON	•//	70.00
100	NOCO		70.00
	** * 4 0 1 0 2 6 9 4 9 7 7 4	VA	ing the second of the second o
07 EZ	PASS VIRGINI200014RESTON	•	15.23
			• • •
	EICE DEPOT, NO. ODENION	; w:→	
,			
	TION 60Z,FLIP, TUP, LUBIUZA	130	9,174.60
al of Du	OC No. 402833373 e in Full Activity for TON	* 1 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
ai oi -	COM	FY	-1.69 ·
e in Full	Activity for ANNE CONI	in the fi	eral tretuits 하장 하다가 되는 얼마나는 가입니다. Credit
XXXX-V-CARE	The street will be a street with the street will be a street will be a street with the street will be a street will be a street with the street will be a street will be a street will be a street with the street will be a	0\$	불마시하다, 관련이 가게 하시 하시 그릇이 나가 그런 바닷 네트
20/07* 5	% OPEN Savings at 100-		132.60
Ç	office and Print Genters KINKOS 0916 \$33.86 09/19/07		The second state of the se
ľ	KINKOS 0916 \$43.86 0910. SIENNA RESTAURANT DANIE	LISLAND SC	
07/07	SIENNA RESTAUTANT		
į	RESTAURANT FOOD/BEVERAGE	110,60 22,00	33.86
			The second secon
,,,		CISCO CA	•
/19/07			
/19/07	KINKO'S #0916 SALE		
/19/07	KINKO'S #0916 SALE FS C DS 8.5X11/14		
/19/0 ⁷	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT		
/19/U ⁷	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS		772.31
M9/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS	TOTAL CITY NY	772.31
	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS BENT A CAR CORPGAI	ADEN CITY NY	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS BENT A CAR CORPGAI		Date 07/09/15
	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location SAN FRANCISCO	O CA	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC No. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCS Return: SAN FRANCISCS	OGA OGA	Date 07/09/15 07/09/20
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509	O CA O CA 26 ABETH ANNE	Date 07/09/15 07/09/20
9/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY,ELIZ.	O CA O CA 26 ABETH ANNE ANCISCO CA	Date 07/09/15 07/09/20
9/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ HOTEL NIKKO SAN FR	O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date	Date 07/09/15 07/09/20
9/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 27785092 Renter Name: CONLEY,ELIZ. HOTEL NIKKO SAN FRANCISCO Arrival Date	O CA O CA 26 ABETH ANNE ANCISCO CA	Date 07/09/15 07/09/20
9/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 27785093 Renter Name: CONLEY,ELIZ. HOTEL NIKKO SAN FRANCISCO Arrival Date 09/16/07	O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date	Date 07/09/15 07/09/20
09/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509/ Renter Name: CONLEY,ELIZ HOTEL NIKKO SAN FRA Arrival Date 09/16/07 00000000	O CA O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07	Date 07/09/15 07/09/20
09/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509/ Renter Name: CONLEY,ELIZ HOTEL NIKKO SAN FRA Arrival Date 09/16/07 00000000	O CA O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07	Date 07/09/15 07/09/20
09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY,ELIZ HOTEL NIKKO SAN FRA Arrival Date 09/16/07 00000000 LODGING	O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07	Date 07/09/15 07/09/20 628.31
09/20/07 09/20/07	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Return: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY,ELIZ HOTEL NIKKO SAN FRA Arrival Date 09/16/07 00000000 LODGING	O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07	Cate 07/09/15 07/09/20 628.31
09/20/07 09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ. HOTEL NIKKO SAN FR. Arrival Date 09/16/07 00000000 LODGING Full Activity for CINTHIA	O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07 ANNE CONLEY	Date 07/09/15 07/09/20 628.31
09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ. HOTEL NIKKO SAN FR. Arrival Date 09/16/07 00000000 LODGING Full Activity for CINTHI XXXXX371238	O CA O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07 ANNE CONLEY A CHESN	Date 07/09/15 07/09/20 628.31
09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ. HOTEL NIKKO SAN FR. Arrival Date 09/16/07 00000000 LODGING FUIL Activity for CINTHL XXXXX3-71238 Hampton Inn CHSDIPMSCI	O CA O CA O CA 26 ABETH ANNE ANCISCO CA Departure Date (09/20/07 ANNE CONLEY A CHESN HARLESTON SC Departure Date	Date 07/09/15 07/09/20 628.31
09/20/07 Total o	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509/ Renter Name: CONLEY,ELIZ HOTEL NIKKO SAN FRA Arrival Date 09/16/07 00000000 LODGING FUIL Activity for CINTHIX XXXX3-71238 Hampton Inn CHSDIPMSCI Arrival Date 09/11/07	ANNE CONLEY ARRIESTON SC	Date 07/09/15 07/09/20 628.31
09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ. HOTEL NIKKO SAN FR. Arrival Date 09/16/07 00000000 LODGING Full Activity for CINTHL XXXX3-71238 Hampton Inn CHSDIPMSCI Arrival Date 09/11/07	O CA O CA D CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07 ANNE CONLEY A CHESN HABLESTON SC Departure Date 09/11/07	Date 07/09/15 07/09/20 628.31
09/20/07 Total O	KINKO'S #0916 SALE FS C DS 8.5X11/14 CUTTING PER CUT FS BW SS STANDARD BK 50 IDEAS KEEP CUS ROC NO. 110065 AVIS RENT A CAR CORPGAI Location Rental: SAN FRANCISCO Agreement Number: 2778509; Renter Name: CONLEY, ELIZ. HOTEL NIKKO SAN FR. Arrival Date 09/16/07 00000000 FOUE IN FULL Activity for Full Activity for CINTHIX XXXX9-71238 Hampton Inn CHSDIPMSCI Arrival Date 09/11/07 00000000	O CA O CA D CA 26 ABETH ANNE ANCISCO CA Departure Date 09/20/07 ANNE CONLEY A CHESN HABLESTON SC Departure Date 09/11/07	Date 07/09/15 07/09/20 628.31



Account Number 3783-428428-77003 Closing Date 09/27/07

are making Important Changes to your American Express Cardmember Agreement ("Agreement") governing the American Express* are making important changes to your American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express Cardmentoer Agreement (Agreement) governing the American express (Agreement) governing the American express (Agreement) governing the Agreement (A ament. This Notice formally amends your Agreement, and any contrary or conflicting language in that Agreement is replaced fully and pietely. Note that the terms of your Account are subject to change (including increasing APRs/DPRs and fees, changing fixed Ipietery. More that the terms of your Account are source to unange throughly indeading Armson in and less, changing many and adding new terms) in accordance with the Agreement governing your Account. All terms of the As/DPRs to variable APRs/DPRs, and adding new terms) in accordance with the Agreement governing your Account.

s is an important Notice of changes to your Agreement. You should carefully review these changes, share them with any Additional s is an important induce or changes to your Agreement. You should carefully review these changes, share them with any Additional redmembers on your Account, and then keep this Notice for future reference. If you have questions regarding this Notice, please call the aphone number listed on the back of your American Express Card.

e are changing the Minimum Amount Due calculation for your Account. This change becomes effective with your first billing period that ends e are changing the minimum amount due carculation for your account. This change decomes enective with your first bining period that erios for after November 16, 2007. As a result of this change, if you consistently pay only the Minimum Amount Due, your Minimum Amount Due or after inovember 10, 2007. As a result of this critange, if you consistently pay only the withinum Amount Due, your withinum Amount Due section of your Agreement is ay increase. Accordingly, effective October 17, 2007, the heading of the Billing Statements/Amount Due section of your Agreement is ay increase. Accordingly, enecure october 17, 2007, the freeding of the binning statements amount of your Agreement is eleted and replaced with 'Billing Statements," and the second and following paragraphs of that section are deleted and replaced with the

Amount Due Each billing statement will reflect a New Balance and an Amount Due. The "Amount Due" is the total of (i) all Charges on your Account cach printing statement will reflect a new calance and an amount due, the Amount Due (described below) for any Charges associated with features, plus (ii) the Flexible Minimum Amount Due (described below) for any Charges associated with slowing new sections: Enter their place appointed train, eathers, plus (a) the resolute training amount Due (described below) for any origins appointed white Features, plus (iii) any portion of any previously billed Amount Due that remains unpaid. The Amount Due is due and payable once you

If you have Charges associated with Features on the Closing Date of the billing statement ("Flexible New Balance"), your billing statement will reflect a Flexible Minimum Amount Due ('Minimum Amount Due"). Payment is due by the time and date shown and in the manner will reflect a creation remains amount one (remains amount one). Haymen is due by the time and date shown and in the many prescribed on the statement. The Minimum Amount Due will not exceed your Flexible New Balance. You may pay more than the Minimum Amount Due will not exceed your Flexible New Balance. You may pay more than the Minimum Amount Due, up to the entire outstanding balance, at any time. To calculate the Minimum Amount Due, we take the greatest of the following amounts and round the result to the nearest whole dollar:

- (i) current billed Finance Charges plus 1% of the Flexible New Balance (excluding finance charges from the Flexible New Balance), or (a) 1/36th of the Flexible New Balance; (b) the lesser of:
 - (ii) 4% of the Flexible New Balance; or

Summary: If you consistently pay more than the Minimum Amount Due outlined above, and you have paid your amounts due in full, we may calculate your minimum payment without the additional 1% of the balance referenced in (b)(i). If we do this, and finance charges are may calculate your minimum payment without the additional 176 of the calculate referenced in (D)(I). If we do mis, and mande charges are more than 1/36th of the Flexible New Balance, we may add \$15 to your minimum payment. For information about how this works, read the

Detailed Description: We may adjust the outlined calculation above by removing "plus 1% of the Flexible New Balance" in (b)(i). After the adjustment, if your Minimum Amount Due is equal to the current billed Finance Charges, we will increase your Minimum Amount Due by detailed description below.

- the sum of your payments (credited to your Flexible New Balance in the six consecutive billing periods ending with the Closing Date of the sum of your payments (credited to your mexicine new paramore in the six consecutive billing periods ending with the current billing period) is greater than the sum of the Minimum Amounts Due (for the six consecutive billing period). We will apply the adjusted calculation to your Account if: Closing Date of the previous billing period, not using the adjusted calculation and including the amount past due in only the first of
 - the sum of the Minimum Amounts Due is equal to the sum of your payments (defined above) and it is less than or equal to \$120;
 - the sum of the Minimum Amounts Due is zero and we used the adjusted calculation in the last billing period when your Minimum
- it is the first billing period ending on or after November 16, 2007, and your Account was opened before that date. If we adjust your Minimum Amount Due, we will do so for at least six billing periods, and if we stop adjusting your Minimum Amount Due, we will not adjust it again for at least six billing periods, regardless of your payment history."

Other Important Information About Your Account

The Event Ticket Protection Plan is changing for residents of Alaska for eligible Tickets charged on or after November 1, 2007. Accordingly, The Event Henry Florester Florester is changing for residents of classical engine Henry Change for the Event Ticket Protection Plan for residents of effective November 1, 2007, the rider below forms a part of the Description of Coverage for the Event Ticket Protection Plan for residents of Alaska.

For residents of Alaska, the Event Ticket Protection Plan Description of Coverage to which this rider is attached is amended to include the AMEX ASSURANCE COMPANY Administrative Office: 3500 Packerland Drive, De Pere, WI 54115

The Legal Actions section is hereby removed in its entirety and replaced with the following which is added and made part of the Description bold italicized language as follows: of Coverage:

Legal Actions



XXXX-XXXXXX8-77003

Closing Date 09/27/07

making Important Changes to your American Express Cardmember Agreement ("Agreement") governing the American Express* account identified on this Notice. These changes become effective on the dates indicated below, whether or not you receive a billing ent. This Notice formally amends your Agreement, and any contrary or conflicting language in that Agreement is replaced fully and etely. Note that the terms of your Account are subject to change (including increasing APRs/DPRs and fees, changing fixed /DPRs to variable APRs/DPRs, and adding new terms) in accordance with the Agreement governing your Account. All terms of the

s an important Notice of changes to your Agreement. You should carefully review these changes, share them with any Additional nembers on your Account, and then keep this Notice for future reference. If you have questions regarding this Notice, please call the none number listed on the back of your American Express Card.

nase Protection is changed for covered purchases made on or after November 1, 2007. Accordingly, effective November 1, 2007, the nation below replaces any other information you previously had regarding Purchase Protection.

ription of Coverage Underwritten by AMEX Assurance Company, Administrative Office, 480 Pilgrim Way, Green Bay, Wisconsin hase Protection provides coverage for Your purchases for ninety (90) days from the date of purchase when You charge any portion of the and provided coverage for roof purchases for the large of the amount charged to Your Account. (See Description of a first purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account.

tain words used in this Description of Coverage are capitalized throughout and have special meanings. Wherever used herein, the jular shall include the plural, the plural shall include the singular, as the context requires.

difference in the contract to In Good Standing, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the

vered incident means the loss or theft of, or damage, whether by accident or vandalism, to any one item of property purchased worldwide a gift or for personal or business use and charged to Your Account.

reparty means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date in

ermanent Residence means the one primary dwelling place where the Cardmember resides and to which they intend to return.

latinum Cardmember means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum ard, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic

Policy means the Group Insurance Master Policy (AX0951 issued to American Express Travel Related Services Company, Inc.).

Ve, Us, Our means the Company.

We will pay You the expense charged to Your Account up to \$10,000 for any one Covered Incident and up to \$50,000 for all Covered Incidents during a calendar year. Purchase Protection provides benefits, for ninety (90) days from the date of purchase. If a Covered Incident occurs with respect to property You purchased and charged to Your Account. Our benefit payment will not include shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges or any product rebates, discounts or money received from lowest price comparison programs that reduced the original cost of the property.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing. Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by: 1. war or any act of war, whether declared or undeclared; 2, any activity directly related to and occurring white in the service of any armed military force of any nation state recognized by the United Nations: 3. participation in a riot, civil disturbance, protest or insurrection; 4. violation of a criminal law, offense or infraction: 5, natural disasters, including, but not limited to, hurricanes, floods, tornados, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances; 6, fraud or abuse or illegal activity of any kind by the Cardmember; 7. confiscation by any governmental authority, public authority, or customs official; 8. negligent failure of a duty to care by any third party in whose possession the property purchased by a Cardmember has been temporarily placed; 9, not being reasonably safeguarded by You: 10, theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You: 11. damage through alteration (including, but not limited to, cutting, sawing and shaping); 12. normal wear and tear, inherent product defect or manufacturer's defects or normal course of play: 13, damage or theft while under the care and control of a common carrier; 14. food spoilage; 15, leaving property at an unoccupied construction site; 16, items stolen from motor vehicles; or 17.

For residents of Washington, the first paragraph of this section is removed and replaced with the following. We will not pay for loss caused by any of the excluded events described below. Loss will be considered to have been caused by an excluded event if the occurrences of that purchases lost or misplaced. event directly and solely results in loss, or initiates a sequence of events that result in loss, regardless of the nature of any intermediate or final

The following purchases are not covered: 1. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent; 2. animals or living plants; 3. rare stamps or coins; 4. consumable or perishable items with limited lite spans (including, but not limited to perfume, light bulbs, batteries); 5, antique or previously owned items; 6.

S3597

Prepared For CHRIS WATSON BRAVERA INC

ount Number XXXX-XXXXX8-77003 Closing Date 09/27/07 Page 13 of 14

o not previde coverage to a Cardmember who, whether before or after a loss, has: 1, concealed or misrepresented any fact upon which ly, if the concealment or misrepresentation is material and is made with the intent to deceive; or 2, concealed or misrepresented any fact fact misrepresented contributes to the loss.

gal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action be brought after three (3) years (for residents of Arkansas five (5) years and residents of Missouri ten (10) years) from the time written

me limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by

make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount able under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

le event of any payment under this Policy. We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall at event or any payment attack and a color, the order be sourced to the extent of source payment to an industry. The distance of such documents attended and shall do everything necessary to secure and preserve such rights, including the execution of such documents essary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such

shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party. residents of Louisiana, the Right of Recovery, Subrogation and Excess Coverage sections are revised to reflect: If the Company makes any ment under this Policy and the Cardmember has the right to recover damages from another, the Company shall be subrogated to that right.

wever, the Company's right to recover is subordinate to the Cardmember's right to be fully compensated.

verage will cease on the earliest of the following: 1, the date You no longer maintain a Permanent Residence in the 50 United States of rerica, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; 2, the date We determine that You or someone on Your behalf entionally misrepresented or fraud occurred: 3, the date the Policy is cancelled: 4, the date You are no longer a Cardmember; 5, the date ur Account ceases to remain Current and in Good Standing; or 6, the date the Plan is not available in the location where You maintain a

rmination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of

ne Company has the right to cancel the Policy at any time by sending a written notice at least forty-five (45) days in advance to You at Your st known address. The notice will include the reason for cancellation.

or those eligible and enrolled in the Membership Rewards® program, benefits are also paid when the purchased property is received through e redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property sceived through redemption of a Membership Rewards redemption certificate up to the stated limits, excluding shipping and handling xpenses. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to a non-eligible Cardmember

his Description of Coverage replaces any other Description of Coverage that You may have previously received for Purchase Protection.

his Description of Coverage is an important document. Please read it and keep it in a safe place.

N WITNESS WHEREOF, We have caused this Description of Coverage to be signed by Our officers:

Kenneth J. Ciak, President

AMEX Assurance Company

Thung R. Moor

Thomas R. Moore, Secretary AMEX Assurance Company

PP-DOC-OSBN2 02/07

Applicable for Residents of the State of Kentucky

In the Termination or Cancellation section the following is removed:

The Company has the right to cancel the Policy at any time by sending a written notice at least forty-five (45) days in advance to You at Your last known address. The notice will include the reason for cancellation.

The Company has the right to cancel the Policy at any time by sending a written notice at least seventy-five (75) days in advance to You at Your last known address. The notice will include the reason for cancellation.

PP/EW-RDR1-KY 05/07

In the Exclusions section the following are removed: 4. violation of a criminal law, offense or intraction; 6. fraud or abuse or illegal activity Applicable for Residents of the State of Oregon of any kind by the Cardmember;

The Proof of Loss section is hereby removed in its entirety and replaced with the following:

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within ninety (90) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim or Your claim may be denied. BP/MUFYI35/0907